

**NEW PASSENGER TERMINAL  
DULUTH INTERNATIONAL AIRPORT  
DULUTH, MINNESOTA**

**SECTION 01035 - MODIFICATION  
PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing contract supplements and modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1, Section 01027 - APPLICATIONS FOR PAYMENT for administrative procedures governing Applications for Payment.
  - 2. Division 1, Section 01300 - SUBMITTALS for requirements for the Contractor's Construction Schedule.
  - 3. Division 1, Section 01631 - PRODUCTS AND SUBSTITUTIONS for administrative procedures for handling requests for substitutions made after award of the Contract.

**1.3 CONTRACT DOCUMENT SUPPLEMENTS**

- A. Clarification / Supplemental Instructions (C-): Shall provide further detail to requirements inferred in the Contract Documents or authorize minor changes in the work, not involving an adjustment to the Contract Sum or Contract Time, and will be issued by the Architect with supplemental or revised drawings and specifications, if necessary. Clarifications / Supplemental Instructions issued by the Architect-Engineer shall become binding and a part of the Contract as minor changes in the work unless the Contractor notifies the Architect-Engineer within 21 days that the instructions result in changes that affect the Contract Cost or Contract Time.
- B. Request for Information / Supplemental Instructions (RFI-): Shall be initiated by the Contractor when necessary for performance of the work. The Architect's reply will constitute further detail to requirements if inferred in the Contract Documents or interpretations of the requirements. Requests for information must describe all document references that pertain to the issue and any conflicts and must include the contractor's interpretation or proposed action that would be made if there was not a process to obtain the information from the Architect. Requests for information that do not include this, or that request information already included in the contract documents without conflict, will be returned without action (RWA). The Architect will record the time expended to process such requests and notify the Contractor of the charges. The owner shall deduct any such compensation due the Architect from the Contractor's monthly periodic pay requests in accordance with the compensation terms for cost, overhead and profit in the Owner / Architect agreement. Use forms provided by the Architect. The Contractor shall maintain a sequentially numbered log of all such requests.

- C. Contractor Corrective Action Proposals (CCA-): Shall be initiated by the Contractor when deviation from the contract requirements has been constructed. The Contractor shall provide a fully detailed proposal for his corrective or remedial work. The Architect's reply will indicate approval of the proposed action as detailed, approval with certain modifications, or rejection of the proposal. Use forms provided by the Architect. The Contractor shall maintain a sequentially numbered log of all such proposals. Upon notification of a deviation and request for a CCA the Contractor shall submit one promptly. Should this not occur in a timely fashion which, in the judgment of the Architect, will allow time for processing and correction ahead of other advancing elements of work, the Architect will initiate a CCA giving direction for correction. If the Architect initiates the CCA or must provide significant direction to a Contractor initiated CCA, due to a lack of a fully detailed proposal, the Architect will record the time expended and notify the Contractor of the charges. The owner shall deduct any such compensation due the Architect from the Contractor's monthly periodic pay requests in accordance with the compensation terms for cost, overhead and profit in the Owner / Architect agreement.

#### 1.4 PROPOSAL / CHANGE ORDER REQUESTS

- A. Request for Proposal (RFP-): The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  2. Unless otherwise indicated in the proposal request, within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
    - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Itemize labor charges by time and category.
    - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - d. Indicate overhead and profit charges.
    - e. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
- B. Contractor-Initiated Change Order Requests (RCO-): When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

**NEW PASSENGER TERMINAL  
DULUTH INTERNATIONAL AIRPORT  
DULUTH, MINNESOTA**

**SECTION 01035 - MODIFICATION  
PROCEDURES**

4. Comply with requirements in Section 01631 - PRODUCTS AND SUBSTITUTIONS if the proposed change requires substitution of one product or system for a product or system specified.
5. Change Order Request Form: Use forms provided by the Architect. The Contractor shall maintain a sequential log of all Requests for Change Orders.

**1.5 ALLOWANCES**

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  1. Include installation costs in the purchase amount only where indicated as part of the allowance.
  2. When requested, prepare explanations and documentation to substantiate the margins claimed.
  3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 20 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 20 days.
  1. Do not include the Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
  2. No change to the Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of the same scope and nature as originally indicated.

**1.6 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: When the Owner and the Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. The Construction Change Directive will contain a complete description of the change in the work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**1.7 CHANGE ORDER PROCEDURES**

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701, as provided in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01035